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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re DANIEL GORDON, Debtor.	:	Chapter 7 Case No. 09-16230 (AJG)
ANGELA G. TESE-MILNER, TRUSTEE OF THE ESTATE OF DANIEL GORDON, Plaintiff, -against- DANIEL GORDON, Defendant.	:	Adv. Pro. No.

COMPLAINT OF CHAPTER 7 TRUSTEE SEEKING A JUDGMENT (i) DENYING THE DEBTOR'S DISCHARGE PURSUANT TO 11 U.S.C. § 727(a), (ii) DIRECTING THE DEBTOR TO TURN OVER THE VALUE OF UNAUTHORIZED POST-PETITION TRANSFERS, AND (iii) DIRECTING THE DEBTOR TO TURN OVER THE VALUE OF ESTATE PROPERTY WHICH HE UNLAWFULLY CONVERTED

Angela G. Tese-Milner (the "Trustee"), as chapter 7 trustee of the estate of Daniel Gordon (the "Debtor"), the above-captioned debtor, by her special litigation counsel, Fox Rothschild LLP, as and for her complaint (the "Complaint") seeking a judgment (i) denying the Debtor's discharge, (ii) directing the Debtor to turn over the value of unauthorized post-petition transfers, and (iii) directing the Debtor to turnover the value of estate property which he unlawfully converted, alleges, upon information and belief, as follows:

NATURE OF CASE

1. A discharge of a debtor's debts (which in this case would be in excess of $41 million) is extraordinary relief that should only be afforded to the honest but unfortunate debtor. The Debtor is anything but honest and his discharge should be denied for myriad reasons. The Debtor has, among other things, (i) failed to disclose under oath assets totaling in excess of $3 million, (ii) failed to disclose under oath insider transfers totaling in excess of $3 million, (iii) made numerous false oaths and accounts in connection with his bankruptcy filings, (iv) concealed, mutilated or failed to keep recorded information from which his financial condition and business transactions might be ascertained, and (v) refused to turn over books, records and other financial documents as ordered by this Court and demanded by the Trustee.

2. Additionally, the Debtor, through his unauthorized use of post-petition transfers, has used several insider corporations in an attempt to convert property belonging to his bankruptcy estate pursuant to 11 U.S.C. § 541.

3. This adversary proceeding is brought pursuant to (i) 11 U.S.C. § 727 and Rule 7001(4) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), in order to obtain a judgment denying the Debtor's discharge and (ii) 11 U.S.C. § 549 to avoid and set aside certain unauthorized post-petition transactions.

JURISDICTION

4. This Court has jurisdiction over this adversary proceeding by virtue of 28 U.S.C. §§ 157(a) and (b), and 1334(b).

5. This is a core proceeding under 28 U.S.C. §§ 157(b)(2)(A) (E) (J) and (O).

6. Venue is proper in this district pursuant to 28 U.S.C. § 1409(a) because

this proceeding arises in a case under the Title 11 of the United States Code (the "Bankruptcy Code") pending in this district.

PARTIES

7. The Trustee is a member of the panel of private trustees established by the United States Trustee pursuant to 28 U.S.C. § 586. The Trustee maintains offices at Tese & Milner, One Minetta Lane, New York, New York 10012.

8. The Debtor is an individual who resides at 151 East 85th Street, #10C, New York, New York 10028.

FACTS COMMON TO ALL CLAIMS

9. On October 19, 2009 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 7 of the Bankruptcy Code.

10. Subsequent to the filing of the Debtor's bankruptcy petition, Angela G. Tese-Milner was appointed interim chapter 7 trustee in this case. On November 17, 2009, Ms. Tese-Milner presided over the meeting of creditors in the Debtor's case and, by operation of law, became the permanent trustee of the Debtor's estate. Ms. Tese-Milner is currently serving in that capacity.

11. On November 22, 2009, the Debtor filed his original bankruptcy schedules (collectively, the "Schedules") with this Court and verified the contents of the Schedules under penalty of perjury [DE 22].

12. On November 22, 2009, the Debtor filed his original statement of financial affairs (the "SOFA") with this Court and verified the contents of the SOFA under the penalty of perjury [DE 23].

13. On February 1, 2010, the Debtor filed his amended statement of financial

affairs (the "Amended SOFA") with this Court and verified the contents of the Amended SOFA under penalty of perjury [DE 45].

COUNT I
(Denial of Discharge for Concealing Property – 11 U.S.C. § 727(a)(2))

14. The Trustee repeats and re-alleges the allegations contained in each of the preceding paragraphs of this Complaint as if the same were fully set forth herein at length.

15. At the time the Debtor filed his bankruptcy petition, the Debtor, through a corporate entity owned and controlled by the Debtor, owned real property located at 62 Brighton Road, Old Lyme, Connecticut (the "Brighton Road Property"). The Brighton Road Property was purchased by an entity wholly owned by the Debtor in or about September 2006 for $1.275 million.

16. The Debtor did not disclose his ownership of the Brighton Road Property on the Schedules.

17. At the time the Debtor filed his bankruptcy petition, the Debtor had an outstanding receivable due from AllStar Capital, Inc. ("AllStar"), an insider corporation of the Debtor, totaling at least $2 million (the "AllStar Receivable").

18. The Debtor did not disclose the AllStar Receivable on the Schedules.

19. At the time the Debtor filed his bankruptcy petition, Wurk Times Square LLC owed the Debtor at least $15,000 for various expenses that the Debtor incurred and paid on behalf of Wurk Times Square LLC (the "Wurk Receivable").

20. The Debtor did not disclose the Wurk Receivable on the Schedules.

21. The Debtor's federal tax transcripts from the Internal Revenue Service reflect a tax credit of $157,978 owed to the Debtor, for the tax year ended December 31, 2008 (the "Tax Credit").

22. The Tax Credit is property of the Debtor's estate under §§ 541 and 542 of the Bankruptcy Code.

23. The Debtor did not disclose the Tax Credit on his Schedules.

24. At the time of the filing of his bankruptcy petition, the Debtor concealed the existence of the Brighton Road Property, the AllStar Receivable, the Wurk Receivable and the Tax Credit with intent to hinder, delay, or defraud his creditors or the Trustee.

25. By reason of the foregoing, the Trustee is entitled to a judgment against the Debtor denying the Debtor's discharge pursuant to Section 727(a)(2) of the Bankruptcy Code.

COUNT II
(Denial of Discharge for Transferring Property – 11 U.S.C. § 727(a)(2))

26. The Trustee repeats and re-alleges the allegations contained in each of the preceding paragraphs of this Complaint as if the same were fully set forth herein at length.

27. On or about October 22, 2008, the Debtor arranged for the transfer of $2 million from his personal account at Wachovia Bank (no xxxxx7439083) (the "Debtor's Wachovia Account") for the benefit of AllStar (the "AllStar Transfer").

28. On or about January 24, 2009, the Debtor caused $350,000 to be transferred from the Debtor's Wachovia Account to Citadel Construction Corp., an insider corporation of the Debtor. On or about January 28, 2009, the Debtor caused $300,000 to be transferred from the Debtor's Wachovia Account to Citadel Construction (collectively with the $350,000 transfer, the ("Citadel Transfers").

29. On or about February 26, 2009, the Debtor caused $500,000 to be transferred from the Debtor's Wachovia Account to WURK Times Square, LLC, an insider corporation of the Debtor (the "WURK TS Transfer").

30. According to the Debtor's Amended SOFA, in 2009, the Debtor transferred an additional $1,500,000 to Wurk Environments, LLC, an insider corporation of the Debotr (the "Wurk Environments Transfer").

31. The AllStar Transfer, the Citadel Transfers, the WURK TS Transfer and the Wurk Environments Transfer, respectively, were made within one year of the Petition Date.

32. The AllStar Transfer, the Citadel Transfers, the WURK TS Transfer, and the Wurk Environments Transfer, respectively, were made by Debtor with intent to hinder, delay, or defraud his creditors or the Trustee.

33. By reason of the foregoing, the Trustee is entitled to a judgment against the Debtor denying the Debtor's discharge pursuant to Section 727(a)(2) of the Bankruptcy Code.

COUNT III
(Denial of Discharge for Failure to Keep Recorded Information – 11 U.S.C. § 727(a)(3))

34. The Trustee repeats and re-alleges the allegations contained in each of the preceding paragraphs of this Complaint as if the same were fully set forth herein at length.

35. The Debtor does not have, has concealed or has destroyed bank statements and cancelled checks for the period January 1, 2005 through the present for the following accounts of the debtor: (i) Washington Mutual Account No. xxx460678-0, (ii) Signature Bank Account No. xxx0920492 and (iii) Wachovia Account No. xxx247439083

36. The Debtor does not have, has concealed or has destroyed cancelled checks evidencing all lease payments for the Debtor's personal residences.

37. The Debtor does not have, has concealed or has destroyed cancelled checks evidencing all lease payments relating to automobiles used by the Debtor for the period January 1, 2005 through the present.

38. The Debtor does not have, has concealed or has destroyed documents evidencing security deposits for the Debtor's leases for the period January 1, 2005 through the present.

39. The Debtor does not have, has concealed or has destroyed credit card statements for credit card accounts used by the Debtor for the period January 1, 2005 through the present.

40. The Debtor does not have, has concealed or has destroyed documents supporting the transfer of 22,500 shares of NYMEX stock into AllStar's Signature Bank Securities Account No. xxx-001228 on or about April 8, 2008.

41. The Debtor does not have, has concealed or has destroyed documents supporting the receipt or deposit of shares of CME Group Inc. into AllStar's Signature Bank Securities Account No. xxx-001228 in or about August 2008.

42. The Debtor does not have, has concealed or has destroyed documents supporting the receipt or deposit of 7,033 share of CME Group, Inc. into AllStar's Signature Bank Securities Account No. xxx-001228 in or about October 2008.

43. The Debtor does not have, has concealed or has destroyed documents supporting the telephone transfers out of AllStar's Signature Bank Account No. xxx0910492, totaling $1,430,000, as evidenced on the May 2009 bank statement for that account.

44. The Debtor does not have, has concealed or has destroyed documents supporting the transfers out of AllStar's Signature Bank Account No. xxx0910492, totaling $862,655, as evidenced on the May 2009 bank statement for that account.

45. The Debtor does not have, has concealed or has destroyed bank statements and cancelled checks for the following entities: (i) Chestnut Hill Irrevocable Trust/Chestnut Hill

Life Insurance Trust, (ii) Carolina E. Gordon Trust, (iii) Gordon Family I, LP Signature Bank Account No. 1500784780 (from February 2008 through present), (iv) Gordon Family I, LP Wachovia Account No. xxx0020854315 (from the date the account was opened through November 2005 and November 2007 through present), (v) CEG Goal 2009 Irrevocable Insurance Trust, (vi) Gordon Children Trust, (vii) Hilltop Investments LLC, (viii) Phoenix Capital Advisors Wachovia Account No. xxx0016591226 (from the date the account was opened through November 2005, February 2006 and November 2007 through the closing of the account), (ix) Rosedale Cooley, (x) Chestnut Hill, LLC, and (xi) RC Sooner Holdings, LLC and affiliated entities.

46. The Debtor does not have, has concealed or has destroyed detailed general ledgers for the following entities: AllStar Capital, Inc., WURK Times Square, LLC (prior to January 1, 1009), WURK Management, WURK Environments, LLC, MS Carriage Development, LLC, Gordon Family Limited Partnership, Vesey Street Employee Fund LP, Carolina E. Gordon Trust, Carolina E. Gordon Goal Trust, Gordon Children Trust, Gordon Children Life Insurance Trust, Chestnut Hill, LLC, McCann Construction, Inc., Phoenix Capital Advisors, inc., Eesona Holdings, Inc., Hilltop Investments LLC, Citadel Construction Corp., RC Sooner Holdings LLC and affiliated entities, and CC Brighton Holdings LLC.

47. The Debtor does not have, has concealed or has destroyed cash receipts and disbursements journals for the following entities: AllStar Capital, Inc., WURK Times Square, LLC, WURK Management, WURK Environments, LLC, MS Carriage Development, LLC, Times Square LLC, Gordon Family Limited Partnership, Vesey Street Employee Fund LP, Carolina E. Gordon Trust, Carolina E. Gordon Goal Trust, Gordon Children Trust, Gordon Children Life Insurance Trust, Rosedale Cooley Management, Inc., Chestnut Hill, LLC, McCann

Construction, Inc., Phoenix Capital Advisors, Inc., Eesona Holdings, Inc., Hilltop Investments LLC, Citadel Construction Corp., RC Sooner Holdings LLC and affiliated entities, and CC Brighton Holdings LLC.

48. The Debtor does not have, has concealed or has destroyed 2008 and 2009 payroll registers, W-2's and W-3's for the following entities: AllStar Capital, Inc., WURK Times Square, LLC, , WURK Management Inc. (other than 2009 payroll register), WURK Environments, LLC, MS Carriage Development, LLC, Times Square LLC, Gordon Family Limited Partnership, Vesey Street Employee Fund LP, Carolina E. Gordon Trust, Carolina E. Gordon Goal Trust, Gordon Children Trust, Gordon Children Life Insurance Trust, Rosedale Cooley Management, Inc. (other than 2009 and 2010 payroll registers), Chestnut Hill, LLC, McCann Construction, Inc., Phoenix Capital Advisors, Inc., Eesona Holdings, Inc. (other than 2009 and 2010 payroll registers), Hilltop Investments LLC, MBF Clearing, Citadel Construction Corp., RC Sooner Holdings LLC and affiliated entities (other than RC Realty 2010 payroll register), and CC Brighton Holdings LLC.

49. The Debtor does not have, has concealed or has destroyed corporate tax returns for the following entities: WURK Times Square, LLC, WURK Management (other than 2009), WURK Environments, LLC, MS Carriage Development, LLC, Gordon Family Limited Partnership, Vesey Street Employee Fund LP, Carolina E. Gordon Goal Trust, Gordon Children Trust (other than 2009), Gordon Children Life Insurance Trust, Chestnut Hill, LLC (other than 2008 and 2009), McCann Construction, Inc. (other than 200&), Phoenix Capital Advisors, Inc. (other than 2006, 2007 and 2008), Eesona Holdings, Inc., Hilltop Investments LLC, MBF Clearing, Citadel Construction Corp. (other than 2007), RC Sooner Holdings LLC and affiliated entities, and CC Brighton Holdings LLC.

50. The Debtor does not have, has concealed or has destroyed certificates of incorporation for the following entities: WURK Times Square, LLC, WURK Environments, LLC, MS Carriage Development, LLC, Times Square LLC, Chestnut Hill, LLC, McCann Construction, Inc., Eesona Holdings, Inc., Hilltop Investments LLC, RC Sooner Holdings LLC and affiliated entities, and CC Brighton Holdings LLC.

51. The Debtor does not have, has concealed or has destroyed lists of all stockholders for the following entities: AllStar Capital, Inc., WURK Times Square, LLC, WURK Management, WURK Environments, LLC, MS Carriage Development, LLC, Times Square LLC, Rosedale Cooley Management, Inc., Chestnut Hill, LLC, McCann Construction, Inc., Eesona Holdings, Inc., Hilltop Investments LLC, MBF Clearing, Citadel Construction Corp., RC Sooner Holdings LLC and affiliated entities, and CC Brighton Holdings LLC.

52. The Debtor does not have, has concealed or has destroyed all securities account statements for the period 2007 through 2009 for the following entities: WURK Times square, LLC, WURK Management, WURK Environments, LLC, MS Carriage Development, LLC, Times Square LLC, Gordon Family Limited Partnership, Vesey Street Employee Fund LP, Carolina E. Gordon Trust, Carolina E. Gordon Goal Trust, Gordon Children Trust, Gordon Children Life Insurance Trust, Rosedale Cooley Management, Inc., Chestnut Hill, LLC, McCann Construction, Inc., Phoenix Capital Advisors, Inc., Eesona Holdings, Inc., Hilltop Investments LLC, MBF Clearing, Citadel Construction Corp., RC Sooner Holdings LLC and affiliated entities, and CC Brighton Holdings LLC.

(The documents identified in paragraphs 32 through 50 are collectively referred to as the "Trustee's First Request for Documents")

53. The Debtor does not have, has concealed or has destroyed the closing

statement regarding the sale of real property located in Old Lyme, Connecticut in or about 2003 or 2004.

54. The Debtor does not have, has concealed or has destroyed proof of all auto insurance payments and auto loan payments for the past two years in connection with the Debtor's Escalade and Range Rover.

55. The Debtor does not have, has concealed or has destroyed statements relating to his Charles Schwab SEP-IRA (Account No. xxx7-9703) from the date the account was opened through April 30, 2009.

56. The Debtor does not have, has concealed or has destroyed statements relating to his Charles Schwab CSIM SEP-IRA (Account No. xxx7-9703) from the date the account was opened through December 31, 2008.

57. The Debtor does not have, has concealed or has destroyed statements relating to his Charles Schwab Roth IRA (Account No. xxx1-2205) from the date the account was opened through December 31, 2008.

58. The Debtor does not have, has concealed or has destroyed statements relating to his Charles Schwab IRA Rollover (Account No. xxx3-3078) from the date the account was opened through March 31, 2008.

59. The Debtor does not have, has concealed or has destroyed the names and contact information of the law firms who advised or assisted the Debtor in creating or forming the following corporations and limited partnerships listed on Schedule B of the Debtor's bankruptcy petition: Wurk Environments, LLC, MS Carriage Development, LLC, Rosedale Cooley Management, Inc., Chestnut Hill, LLC, Vesey Street Employee Fund, LP, and Gordon Family I Limited Partnership.

60. The Debtor does not have, has concealed or has destroyed documents relating to titles to the Debtor's 2009 Escalade and 2008 Range Rover.

61. The Debtor does not have, has concealed or has destroyed purchase agreements and loan documents relating to the Debtor's 2009 Escalade and 2008 Range Rover.

62. The Debtor does not have, has concealed or has destroyed copies of all utilities bills (including telephone bills) in the Debtor's name and proof of payment of such bills for the past two years.

(The documents identified in paragraphs 51 through 59 are collectively referred to as the "Trustee's Second Request for Documents".)

63. The Trustee's First Request for Documents and the Trustee's Second Requested for Documents are necessary to ascertain the Debtor's financial condition and relevant business transactions.

64. The Debtor's failure to maintain the documents sought by the Trustee's First and Second Requests for Documents is unjustified under all of the circumstances in this case.

65. By reason of the foregoing, the Trustee is entitled to a judgment against the Debtor denying the Debtor's discharge pursuant to Section 727(a)(3) of the Bankruptcy Code.

COUNT IV
(Denial of Discharge for Knowingly and Fraudulently Making False Oaths in Connection with this Bankruptcy Case – 11 U.S.C. § 727(a)(4)(A))

66. The Trustee repeats and re-alleges the allegations contained in each of the preceding paragraphs of this Complaint as if the same were fully set forth herein at length.

67. The Debtor knowingly made the following false oaths or accounts in his

Bankruptcy Petition, Schedules, and Amended SOFA, and in connection with this bankruptcy case:

a) The Debtor failed to list the following payments to insiders within one year of the Petition Date in response to question 3c on his Amended SOFA: (i) $350,000 payment to Citadel Construction Corp. on or about January 24, 2009, (ii) $300,000 payment to Citadel Construction on or about January 28, 2009, and (iii) $500,000 payment to Wurk Times Square, LLC on or about February 26, 2009.

b) The Debtor failed list payments made to creditors (other than Laura Gordon) in the 90 day preceding the filing of his petition in response to question 3b on his Amended SOFA, including, but not limited to, payments made to American Express totaling not less than $36,150.68.

c) The Debtor failed to list other income, which may total as much as $480,000, received during the two years immediately preceding the commencement of his case in response to question 2 on his Amended SOFA.

d) The Debtor failed to list the following transfers in response to question 10 on his Amended SOFA: (i) CASCAR, LP's transfer of 1,350 shares of NYMEX stock, totaling in excess of $175,000, to Carolina E. Gordon Trust in or about December 2007, (ii) the transfer of the proceeds of the sale of Debtor's NY stock exchange seat, totaling $690,000, to Gordon Family I, LP on or about December 24, 2007, (iii) CASCAR's transfer of 55,000 shares of NYMEX stock, totaling in excess of $5,000,000, to AllStar in or about April 2008; (iv) transfers, totaling $49,000, from Debtor's personal Chase bank account to Charles Schwab representing IRA contributions during the period January 2008 through May 2008, (v) $25,000 payment to Wachovia Bank on or about May 23, 2008, and (vi) $2,000,000 transfer to Urban Muse on or about October 22, 2008.

e) The Debtor failed to list the following corporations in response to question 18a on his Amended SOFA: Citadel Construction Corp.; McCann Construction; Hilltop Investments LLC; Boulder Heights Owner, LLC; RC Brixton Square Owner, LLC; RC Cedar Crest Owner, LLC; RC Fulton Plaza Owner, LLC; RC Magnolia Owner, LLC; RC Old South Owner, LLC; RC Pomeroy Park Owner, LLC; RC Salida Owner, LLC; RC Savannah South Owner, LLC, RC Southern Hills Owner, LLC; Stamack Construction, LLC; Phoenix Capital Advisors, Inc.; Traverse Signage Co.; Traverse Partners, LLC; Falcon Energy; Ostrich Capital Partners; Daticon, Inc.; Eastern Energy; King Holdings, LLC; TKD Holdings, Inc.; Cascar Realty LLC; and Cascar LP.

f) The Debtor failed to list his obligation on account of a Chase auto loan on

Schedule D of his bankruptcy petition.

g) The Debtor failed to list Wurk Times Square, LLC as a codebtor on Schedule H of his bankruptcy petition in connection with a Signature Bank loan obligation.

h) The Debtor failed to list Wurk Management, Inc. as a codebtor on Schedule H of his bankruptcy petition in connection with the residential lease for the premises located at 455 West 37th Street, Apt. 1111, New York, NY.

i) The Debtor failed to list Rosedale Cooley as a codebtor on Schedule H of his bankruptcy petition in connection with the residential lease for the premises located at 151 East 85th Street, Unit 10C, New York, NY.

j) The Debtor failed to list Citadel Construction as a codebtor on Schedule H of his bankruptcy petition in connection with the Chase auto loan for the 2008 Land Rover.

k) The Debtor failed to list the following lawsuits in response to question 4 on his Amended SOFA: (i) AG/Woo Centre Street Owner, LLC as Counterclaim Plaintiff v. Hanover Insurance Company, Hanover Insurance Group, Daniel L. Gordon, et al. pending under index no. 109319-09 in the Supreme Court of the State of New York, County of New York, and (ii) Hotel Bel-Air v. Citadel Construction Corp., David P. Stack and Daniel L. Gordon pending under case no. BC427507in the Superior Court of the State of California, County of Los Angeles, Central District.

l) The Debtor failed to list that he had closed certain IRA accounts at Charles Schwab & Co. in response to question 10 of his Amended SOFA.

m)The Debtor listed the following entities with an address of 1515 Broadway, 11th Floor, New York, NY in response to question 15 on his Amended SOFA even though that premises had been previously surrendered to the landlord: WURK Management; MS Carriage Development, LLC; WURK Times Square, LLC; Eesona Holdings, Inc.; RC Realty Management, Inc.; RC Sooner Holdings, LLC.

68. By reason of the foregoing, the Trustee is entitled to a judgment against the Debtor denying the Debtor's discharge pursuant to Section 727(a)(4)(A) of the Bankruptcy Code.

COUNT V
(Denial of Discharge for Withholding Information and Documents – 11 U.S.C. § 727(a)(4)(D))

69. The Trustee repeats and re-alleges the allegations contained in each of the preceding paragraphs of this Complaint as if the same were fully set forth herein at length.

70. The Trustee made several requests for the Debtor to comply with the Trustee's First Request for Documents and the Trustee's Second Request for Documents.

71. The Debtor has knowingly withheld from the Trustee documents responsive to the Trustee's First Request for Documents and the Trustee's Second Request for Documents.

72. By reason of the foregoing, the Trustee is entitled to a judgment against the Debtor denying the Debtor's discharge pursuant to Section 727(a)(4)(D) of the Bankruptcy Code.

COUNT VI
(Denial of Discharge for Failure to Explain Loss of Assets – 11 U.S.C. § 727(a)(5))

73. The Trustee repeats and re-alleges the allegations contained in each of the preceding paragraphs of this Complaint as if the same were fully set forth herein at length.

74. The Schedules list the value of the Debtor's assets at $10,804,287. The overwhelming majority of this amount ($10,000,000) relates to an asset described as "claims against former spouse for: (a) constructive trust; (b) return of 2007 Range Rover (claim matures in 1010)".

75. In 2006, the Debtor sold certain of his shares in the New York Mercantile Exchange ("NYMEX") for over $4.1 million (the "NYMEX Stock Proceeds").

76. The Debtor has failed to explain satisfactorily to the Trustee the loss of NYMEX Stock Proceeds.

77. In or about June 2007 and December 2007, the Debtor sold his NYMEX

Class A Membership for a total of $1.2 million (the "NYMEX Membership Proceeds").

78. The Debtor has failed to explain satisfactorily to the Trustee the loss of the NYMEX Membership Proceeds.

79. On June 6, 2009, approximately three months prior to the Petition Date, the Debtor signed a Mass Mutual Life Insurance Company application which listed his net worth as $20,000,000+ (the "Debtor's Net Worth").

80. The Debtor has failed to explain satisfactorily to the Trustee the loss of assets comprising the Debtor's Net Worth.

81. By reason of the foregoing, the Trustee is entitled to a judgment against the Debtor denying the Debtor's discharge pursuant to Section 727(a)(5) of the Bankruptcy Code.

COUNT VII
(Denial of Discharge for Failure to Obey Court Order – 11 U.S.C. § 727(a)(6))

82. The Trustee repeats and re-alleges the allegations contained in each of the preceding paragraphs of this Complaint as if the same were fully set forth herein at length.

83. Upon motion of the Trustee, on February 3, 2010, this Court entered an order (the "Order") which directed the Debtor to (i) amend his bankruptcy petition to list all assets owned by the Debtor or the insider entities and all bank accounts maintained by the Debtor and the insider entities, and (ii) turn over the Trustee's Initially Requested Documents [DE 47].

84. The Debtor failed to comply with the terms of the Order.

85. By reason of the foregoing, the Trustee is entitled to a judgment against the Debtor denying the Debtor's discharge pursuant to Section 727(a)(6) of the Bankruptcy Code.

COUNT VIII
(Post-Petition Transfer Pursuant to 11 U.S.C. §§ 549 and 550)

78. The Trustee repeats and re-alleges the allegations contained in each of the preceding paragraphs of this Complaint as if the same were fully set forth herein at length.

79. On or about October 22, 2008, AllStar agreed to lend $2 million to an entity called Urban Muse (the "Urban Muse Loan").

80. The principal owner of Urban Muse is an individual named Glauco Lolli-Ghetti, who is a personal friend of the Debtor.

81. On or about October 22, 2008, the Debtor arranged for the transfer of $2 million from his personal account at Wachovia Bank (no. xxx247439083) to Urban Muse purportedly on account of the Urban Muse Loan (the "Wachovia Transfer").

82. The funds comprising the Wachovia Transfer represents property of the Debtor's bankruptcy estate.

83. On or about October 29, 2009, Urban Muse paid $2 million directly to AllStar by wire transfer into AllStar's account at Wachovia Bank (no. xxx-460678-0). The Debtor alleges that this payment was purportedly in repayment of the Urban Muse Loan (the "Urban Muse Payment").

84. AllStar has not repaid the $2 million transferred from the Debtor to Urban Muse.

85. AllStar transferred portions of the Urban Muse Payment as follows: (i) on or about November 16, 2009, AllStar transferred a portion of the Urban Muse Payment, totaling $1,196,000, to Klingenberg and Associates for the benefit of RC Sooner Holdings, LLC, an insider corporation and various other related insider entities, and (ii) on or about December 11, 2009, AllStar transferred another portion of the Urban Muse Payment, totaling $176,893, to

Remyco, Inc. for the benefit of the same insider corporations (collectively, these transfers are referred to as the "Post-Petition Transfers").

86. The Post-Petition Transfers are directly traceable to the Wachovia Transfer.

87. The Post-Petition Transfers were not authorized by the Bankruptcy Code or the Bankruptcy Court.

88. Based upon the foregoing, the Post-Petition Transfers, respectively, should each be avoided and set aside, and the value of such transfers should be returned to the Debtor's estate. The Trustee is entitled to recover from the Debtor an amount to be determined at trial that is not less than $1,372,893.00, plus applicable interest from the date of this Complaint.

COUNT IX
(Conversion)

89. The Trustee repeats and re-alleges the allegations contained in each of the preceding paragraphs of this Complaint as if the same were fully set forth herein at length.

90. The Urban Muse Payment is directly traceable to the Debtor's pre-petition assets. Therefore, the Urban Muse Payment represented an asset of the Debtor's bankruptcy estate.

91. The Debtor unlawfully exercised dominion and control over the Urban Muse Payment when he directed such proceeds be used to make the Post-Petition Transfers. As a result, the Debtor's estate has been unable to recover property that was required to be turned over to the Trustee pursuant to Section 542 of the Bankruptcy Code. Under these circumstances, the Debtor's acts constitute conversion of the Urban Muse Payment.

92. Based upon the foregoing, the Debtor should be directed to turn over to

the Trustee the full amount of the Urban Muse Payment in an amount to be determined at trial that is not less than $2,000,000.00, plus applicable interest from the date of this Complaint.

RESERVATION OF RIGHTS

86. The Trustee's investigation into the Debtor's assets and financial affair is on-going. The Trustee anticipates that she will discover additional violations by the Debtor of the various provisions of Section 727(a) of the Bankruptcy Code as well as other claims. Accordingly, the Trustee hereby expressly reserves the right to amend and/or supplement either the factual bases and/or the relief requested by this Complaint.

WHEREFORE, the Trustee respectfully requests that this Court enter a judgment (i) against Debtor denying his discharge, (ii) avoiding the Post-Petition Transfers as unauthorized post-petition transfers, pursuant to Sections 549 and 550 of the Bankruptcy Code, and directing the Debtor to turn over to the Trustee the full value of the Post-Petition Transfers, plus applicable interest, (iii) directing the Debtor to turn over to the Trustee the full value of the Urban Muse Payment, plus applicable interest, and (iv) granting the Trustee such other and further relief as is just.

Dated: New York, New York
September 28, 2010

FOX ROTHSCHILD LLP
Special Litigation Counsel to Angela G. Tese-Milner,
Chapter 7 Trustee

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